

D.C. OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION

REQUEST FOR PROPOSALS

ON-CALL MAINTENANCE & REPAIR SERVICES

October 6, 2008

Proposal Due Date: October 24, 2008 by 5 p.m. EDT

Preproposal Conference: October 14, 2008 at 10:30 a.m. EDT

Contact: Thomas D. Bridenbaugh
 Leftwich & Ludaway, LLC
 1400 K Street, NW
 Suite 1000
 Washington, D.C. 20005
 Phone: (202) 434-9100

Solicitation Number: GM-08-M-S-1006-FM

Executive Summary

The Office of Public Education Facilities Modernization (“Office” or “OPEFM”) is issuing this Request for Proposals to engage one or more contractors to perform as-directed maintenance and repairs at District of Columbia Public Schools from the date of award of such contract through September 30, 2009. Such work shall include, but is not limited to electrical, mechanical and plumbing services; fire, life safety, health and food code repairs; and other miscellaneous maintenance and repairs as may be necessary. The Office has divided DCPS school facilities into three groups, each of which consists of approximately 40 schools. The successful Offeror(s) will be assigned one or more groups and shall be responsible for providing such significant repairs or system upgrades as may be requested by the Office. Day-to-day cleaning, janitorial services and maintenance are not included within this assignment and will be handled by others. The Office is also engaging a separate group of contractors to handle routine HVAC maintenance calls. It is anticipated that minor repairs and service calls will be handled by those contractors. However, major repairs or system upgrades will be handled by the contractor(s) to whom this contract is awarded.

The contractors selected under this procurement should be capable of handling all types of building repairs and upgrades, including, but not limited to, roof replacement and patching, plumbing repairs, electrical repairs, carpentry, masonry, window replacements, fire alarm repairs, etc. The selected contractor will be permitted to perform the work with its own forces; however, it is envisioned that much, if not most, of the work will be subcontracted.

The Office is looking for contractors that have the infrastructure and resources to handle a large number of small tasks in a time sensitive environment.

A.1 Project Delivery Method

In order to provide adequate on-call services for all District of Columbia Public Schools, the Office intends to award the work to one or more contractors. As shown on **Attachment A**, the DCPS facilities have been divided into three (3) groups. The Office reserves the right to award the work for each group to separate contractors, or to award the work for multiple groups to the same contractor.

A.2 Form of Contract

The Form of Contract will be issued as an addendum to this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Contractor Fees

The contract awarded pursuant to this RFP will be a cost plus a fixed fee contract. For each group of schools listed on **Attachment A**, Offerors are required to bid a fixed, lump sum Maintenance Fee to cover all management, supervision and overhead costs associated with managing the work. The Contractor will be reimbursed at cost for the cost of insurance and bonds as well as the cost of work. Offerors should submit with their proposal an Offer Letter in substantially the form of **Attachment B** on the Offeror's letterhead setting forth their Maintenance Fee for each group. The estimated value of this procurement, for each group is \$4 million dollars, inclusive of direct costs and fees. If the actual value varies by more than twenty (20%) in either direction, the Office will consider a change to the contract.

A.4 Economic Inclusion

The Office requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform at least fifty percent (50%) of the work under this procurement. Of this amount, at least thirty five percent (35%) must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission, and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The Office will also require that the selected contractor and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

A.6 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Proposal, Experience & References (25 points)
- Key Personnel (20 points)
- Project Management Plan (20 points)
- Cost (25 points)
- LSDBE Compliance/Utilization (10 points)

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- | | |
|---|--------------------------------|
| • Issue RFP | - October 6, 2008 |
| • Pre-proposal Conference | - October 14, 2008 at 10:30 am |
| • Last Day for Questions/Clarifications | - October 20, 2008 |
| • Proposals Due | - October 24, 2008 at 5:00 pm |
| • Notice of Award | - November 3, 2008 |

A.9 Attachments

- | | |
|---------------------|--------------------------|
| Attachment A | - List of School Groups |
| Attachment B | - Form of Offer Letter |
| Attachment C | - Disclosure Statement |
| Attachment D | - Tax Affidavit |
| Attachment E | - Davis-Bacon Wage Rates |

SECTION B SCOPE OF WORK

B.1 Scope of Work

The selected contractor will be required to provide maintenance and repair services as requested by the Office at a group(s) of DCPS school facilities. These repairs may include, but are not necessarily limited to, electrical, mechanical and plumbing services; fire, life safety, health and food code repairs; and other miscellaneous maintenance and repairs as may be necessary at various DCPS facilities (the "Project"). Such work shall be performed on an as-directed and as-needed basis.

B.2 Central Office

The Contractor will be required to maintain a central office that is staffed between 7 am and 5 pm Monday through Friday. This office will be used to manage work associated with this contract and to dispatch work crews as requested by the Office. A separate office need not be established, and it is acceptable if the Contractor elects to run this Project from its current offices. The office should be equipped with telephone lines, a fax machine and e-mail and such other equipment and supplies as are necessary to fulfill the work required under the contract.

B.3 Initial Walk-Throughs

Within twenty (20) days after a Notice to Proceed is issued, the Contractor shall visit each of the assigned schools and conduct a preliminary walk-through of each such school. The purpose of these walk-throughs is for the Contractor to familiarize itself with the schools and to identify any issues that require immediate attention.

B.4 Approval of Key Trade Subcontractors and Establishment of Pricing

Within thirty (30) days after a Notice to Proceed is issued, the Contractor shall submit to the Office a list of proposed key subcontractors and the pricing applicable to each. It is assumed that most of these subcontractors will be purchased on a unit price basis as the exact nature of the work will not be known at that time. The list so submitted shall identify how each subcontractor was selected (i.e. through bids, negotiations, etc.) and provide a justification for the pricing. Assuming the Office approves this submittal, such approval will constitute authorization to use those subcontractors and at the approved rates.

B.5 Monthly Visits

At least once a month, the Contractor shall visit each school assigned and conduct a walk-through of the school. The walk-through is not intended to constitute a thorough inspection; however, the walk-through shall be structured in such a manner so as to ensure that the Contractor observes all of the key building systems (i.e. boiler, chillers, bathrooms, roofs, air handlers, doors and windows) such that the Contractor would be likely to detect any significant

problems with the building. The Contractor shall develop a checklist that shall be used for each such walk-through and shall complete a copy of such checklist after each walk-through. The Contractor shall maintain a copy of the checklist in its project files and shall forward a copy of the checklist to the Office. Any significant issues or problems uncovered during the walk-through shall be brought to the attention of the Office.

B.6 Estimates; Reports

As problems are identified by the Office or the Contractor, the Contractor shall prepare a cost estimate of the costs necessary to address the issue involved. This estimate shall be forwarded to the Office. The Contractor shall not proceed with any work unless and until such estimate is approved by the Office and the Contractor is directed to begin work.

B.7 Coordination with DCPS

The Contractor will be required to coordinate its work with DCPS school activities. The work will be performed during the school year, and the Contractor may be required to work after hours or on weekends and holidays so as to not adversely impact educational activities. The Contractor will be required to develop work plans that are coordinated with and acceptable to the school principals.

B.8 Project Site Safety

The Contractor will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of students, teachers and school staff. All such construction barricades and safety procedures shall be subject to the approval of the Office and its Program Manager.

B.9 Key Personnel

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications.

B.10 Licensing, Accreditation and Registration

The contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.11 Conformance with Laws

It shall be the responsibility of the contractor to perform under the contract in conformance with the Office's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.12 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable Wage Rates are attached to this RFP as **Attachment E**.

B.13 Apprenticeship Act

The Apprenticeship Act shall apply to this contract and the contractor and all of its trade subcontractors shall be required to comply with that act.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Ten (10) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Office requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a

small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Office requires that business enterprises so certified must participate in at least 50% of the development. Of this amount, 35% must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission and 20% to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Office, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Office a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Office shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Office's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Office.

D.3 Oral Presentation

The Office does not intend to interview Offerors; however, the Office reserves the right to interview Offerors in the competitive range if necessary. If the Office conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Office's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Office's Evaluation Committee for no more than 90 minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Office reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor with the highest evaluated score.

D.4.1 Proposal, Experience & References (25 points)

The Office desires to engage a contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in (i) testing and repairing/replacing life safety systems; (ii) repairing and/or modernizing school facilities; (iii) knowledge of, and access to, the local subcontracting market; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty-five (25) points.

D.4.2 Key Personnel (20 points)

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. This element of the evaluation will be worth up to twenty (20) points.

D.4.3 Cost (25 points)

For each group of schools school listed on **Attachment A**, Offerors are required to bid a fixed, lump sum Maintenance Fee to cover all management, supervision and overhead costs associated with performing the directed work. This element of the evaluation is worth up to twenty-five (25) points.

D.4.4 LSDBE Compliance/Utilization (10 points)

The Office desires the selected contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for

District of Columbia residents. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to ten (10) points.

D.4.5 Project Management Plan (20 Points)

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify how the Offeror will perform initial walk-throughs and monthly visits; (iii) how the Offeror will respond to on-call emergencies and unplanned activities; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. This element of the evaluation is worth up to twenty (20) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for On-Call Maintenance and Repair Services for the D.C. Office of Public Education Facilities Modernization."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

D.C. Office of Public Education Facilities Modernization
Att'n: JW Lanum
2400 East Capitol Street, SE
Washington, D.C. 20003
Phone: (202) 698-7762

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 5:00 pm E.D.T., on October 24, 2008. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Office is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Office, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.4.3 Executive Summary

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

E.4.4 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the principal contractor firm and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
- C. Description of the team organization and personal qualifications of key staff, including:
 - i. Identification of the single point of contact for the contractor.
 - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
 - iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

E.4.5 Relevant Experience and Capabilities

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
 - i. Project name and location

- ii. Name, address, contact person and telephone number for owner reference
- iii. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited
- iv. Identification of personnel involved in the selected project who are proposed to work on this project
- vi. Project process and schedule data including delivery method and completion date (any unusual events or occurrences that affected the schedule should be explained)
- vii. Project cost data including actual construction cost (if actual construction cost exceeds original, please explain why)

E.4.6 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.5 of this RFP.

E.4.7 Intentionally Omitted

E.4.8 Cost Information

The Offeror should submit the Bid Form in substantially the form of **Attachment B**.

E.4.9 Local Business Utilization Plan

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

E.4.10 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich & Ludaway, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on October 14, 2008 at 10:30 a.m. The conference will be held at the RFK Stadium (enter at the Gate A entrance in Lot 5). Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Office that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on October 20, 2008. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 3934 of the Office's Procurement Regulations (5 DCMR § 3934). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into

the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Office by obtaining written and dated acknowledgment of receipt from the Office's CCO. Protests received by the Office after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 3914 of the Office's Procurement Regulations (5 DCMR § 3914).

F.6 Retention of Submissions

All submissions shall be retained by the Office and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Office and the Office shall have the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Office's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Office may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Office shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Office reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Office's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Five Million Dollars (\$5,000,000).

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Office and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Office.

G.3 Waiver of Subrogation

All such insurance shall contain a waiver of subrogation against the Office and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance shall be placed with insurers that are reasonably acceptable to the Office and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of \$50,000. Alternatively, Offerors may post a cash deposit or letter of credit to secure this amount.

J.2 Contractor's Payment and Performance Bond

The contractor will be required to post a payment and performance bond having a penal value of estimated cost of the work.

OPEFM General Improvements School Grouping**GROUP 1**

No.	School Name	Type	Ward	Size	Address
1	Harrison	Charter	1	48,900	2120 13th Street, N.W.
2	Adams	ES	1	59,400	2020 19th Street, N.W.
3	Bancroft	ES	1	79,800	1755 Newton Street, N.W.
4	Cleveland	ES	1	53,000	1825 8th Street, N.W.
5	Lewis	ES	1	49,500	300 Bryant Street, N.W.
6	Park View	ES	1	82,200	3560 Warder Street, N.W.
7	Tubman	ES	1	66,600	3101 13th Street, N.W.
8	Reed, Marie	LC	1	162,700	2200 Champlain Street, N.W.
9	Garnet-Patterson	MS	1	82,700	2001 10th Street, N.W.
10	Banneker	SHS	1	180,000	800 Euclid Street, N.W.
11	Bell/Lincoln	SHS	1	325,217	3101 16th Street, N.W.
12	Cardozo	SHS	1	355,400	1300 Clifton Street, N.W.
13	Garrison	ES	2	60,200	1200 S Street, N.W.
14	Hyde	ES	2	20,000	3219 O Street, N.W.
15	Montgomery	ES	2	73,700	421 P Street, N.W.
16	Ross	ES	2	22,400	1730 R Street, N.W.
17	Seaton	ES	2	65,000	1503 10th Street, N.W.
18	Thomson	ES	2	40,950	1200 L Street, N.W.
19	Francis	JHS	2	95,100	2425 N Street, N.W.
20	Shaw	JHS	2	230,400	925 Rhode Island Avenue, N.W.
21	Hardy	MS	2	17,500	1819 35th Street, N.W.
22	Ellington	SHS	2	167,500	1698 35th Street, N.W.
23	Eaton	ES	3	49,100	3301 Lowell Street, N.W.
24	Hearst	ES	3	17,400	3950 37th Street, N.W.
25	Janney	ES	3	43,400	4130 Albemarle Street, N.W.
26	Key	ES	3	50,000	5001 Dana Place, N.W.
27	Mann	ES	3	21,903	4430 Newark Street, N.W.
28	Murch	ES	3	47,700	4810 36th Street, N.W.
29	Oyster	ES	3	47,984	2801 Calvert Street, N.W.
30	Stoddert	ES	3	17,400	4001 Calvert Street, N.W.
31	Deal	JHS	3	143,700	3815 Fort Drive, N.W.
32	Wilson, Woodrow	SHS	3	271,300	3950 Chesapeake St., N.W.
33	Rabaut	Charter	4	176,900	100 Peabody Street, N.E.
34	Takoma	EC	4	119,000	7010 Piney Branch Road, N.W.
35	Barnard	ES	4	72,500	430 Decatur Street, N.W.
36	Brightwood	ES	4	86,120	1300 Nicholson Street, N.W.
37	Lafayette	ES	4	113,600	5701 Broad Branch Road, N.W.
38	LaSalle	ES	4	63,000	501 Riggs Road, N.E.
39	Powell	ES	4	38,500	1350 Upshur Street, N.W.
40	Raymond	ES	4	73,600	915 Spring Road, N.W.
41	Shepherd	ES	4	79,700	7800 14th Street, N.W.
42	Truesdell	ES	4	69,600	800 Ingraham Street, N.W.
43	West	ES	4	69,600	1338 Farragut Street, N.W.
44	Whittier	ES	4	66,600	6201 5th Street, N.W.
45	MacFarland	MS	4	110,000	4400 Iowa Avenue, N.W.
46	Sharpe Health	N/A	4	80,500	4300 13th Street, N.W.
47	Coolidge	SHS	4	271,300	6315 5th Street, N.W.
Total:				4,538,574	

OPEFM General Improvements School Grouping

GROUP 2

No.	School Name	Type	Ward	Size	Address
1	Roosevelt	SHS	4	331,900	4301 13th Street, N.W.
2	Penn Center	Admin	5	105,500	1709 3rd Street, N.E.
3	Transportation	Admin	5	0	2115 5th Street, N.E.
4	Marshall	EC	5	103,800	3100 Fort Lincoln Drive, N.E.
5	Bunker Hill	ES	5	69,400	1401 Michigan Ave., N.E.
6	Burroughs	ES	5	63,900	1820 Monroe Street, N.E.
7	Emery	ES	5	63,800	1720 1st Street, N.E.
8	Langdon	ES	5	101,400	1900 Evarts Street, N.E.
9	Noyes	ES	5	51,500	2725 10th St., N.E.
10	Shaed	ES	5	67,200	301 Douglas Street, N.E.
11	Webb	ES	5	103,700	1375 Mt. Olivet Road, N.E.
12	Browne	JHS	5	215,400	850 26th Street, N.E.
13	Food Service	Other	5	0	3535 V St. N.E.
14	Dunbar	SHS	5	343,400	1301 New Jersey Ave., N.W.
15	McKinley	SHS	5	282,200	101 T Street, N.E.
16	Moore, Luke Academy	SHS	5	27,482	1001 Monroe Street, N.E.
17	Phelps	SHS	5	61,000	704 26th Street, N.W.
18	Spingarn	SHS	5	225,000	2500 Benning Road, N.E.
19	Hamilton	Special ED	5	180,700	1401 Brentwood Parkway, N.E.
20	Lee, Mamie D.	Special ED	5	45,800	100 Gallatin Street, N.E.
21	Van Ness	Admin	6	49,400	1150 5th Street, S.E.
22	Amidon	ES	6	70,800	401 Eye Street, S.W.
23	Brent	ES	6	47,500	330 3rd Street, S.E.
24	Gibbs	ES	6	64,800	500 19th Street, N.E.
25	Ludlow-Taylor	ES	6	66,900	659 G Street, N.E.
26	Maury	ES	6	46,800	1250 Constitution Avenue, N.E.
27	Miner	ES	6	76,900	601 15th Street, N.E.
28	Payne	ES	6	83,800	305 15th Street, S.E.
29	Peabody	ES	6	37,800	425 C Street, N.E.
30	Tyler	ES	6	69,600	1001 G Street, S.E.
31	Walker-Jones	ES	6	104,200	100 L Street, N.W.
32	Watkins	ES	6	69,300	420 12th Street, S.E.
33	Wilson, J.O.	ES	6	98,900	660 K Street, N.E.
34	Eliot	JHS	6	155,100	1830 Constitution Avenue, N.E.
35	Jefferson	JHS	6	109,000	801 7th Street, S.W.
36	Stuart-Hobson	MS	6	105,900	410 E Street, N.E.
37	Eastern	SHS	6	288,800	1700 East Capitol Street, N.E.
38	Goding (Prospect)	Special ED	6	59,200	920 F Street, N.E.
39	Logan	Swing	6	47,200	215 G Street, N.E.
40	Evans	Charter	7	125,800	5600 East Capitol Street, N.E.
41	Winston	EC	7	137,700	3100 Erie Street, S.E.
42	Aiton	ES	7	57,100	533 48th Place, N.E.
Total:				4,415,582	

OPEFM General Improvements School Grouping**GROUP 3**

No.	School Name	Type	Ward	Size	Address
1	Beers	ES	7	77,500	3600 Alabama Ave., S.E.
2	Burrville	ES	7	95,000	801 Division Avenue, N.E.
3	Davis	ES	7	71,100	4430 H Street, S.E.
4	Drew	ES	7	72,800	5600 Eads Street, N.E.
5	Harris, C.W.	ES	7	56,000	301 53rd Street, S.E.
6	Houston	ES	7	59,900	1100 50th Place, N.E.
7	Kenilworth	ES	7	57,100	1300 44th Street, N.E.
8	Kimball	ES	7	83,400	3375 Minnesota Avenue, S.E.
9	Nalle	ES	7	83,900	219 50th Street, S.E.
10	Plummer	ES	7	69,400	4601 Texas Avenue, S.E.
11	Randle Highland	ES	7	75,500	1650 30th Street, S.E.
12	River Terrace	ES	7	62,800	420 34th Street, N.E.
13	Smothers	ES	7	43,000	4400 Brooks Street, N.E.
14	Thomas	ES	7	87,600	650 Anacostia Avenue, N.E.
15	Brown, Ronald	MS	7	156,000	4800 Meade Street, N.E.
16	Kelly Miller	MS	7	115,000	215 49th Street, N.E.
17	Sousa	MS	7	160,000	3650 Ely Place, S.E.
18	Fletcher Johnson	Swing	7	302,000	4650 Benning Road, S.E.
19	Shadd	Swing	7	72,100	5601 East Capitol Street, S.E.
20	Birney	ES	8	86,800	2501 Martin Luther King Jr. Ave., S.E.
21	Draper	ES	8	54,000	908 Wahler Place, S.E.
22	Ferebee-Hope	ES	8	193,800	3999 8th Street, S.E.
23	Garfield	ES	8	58,908	2435 Alabama Avenue, S.E.
24	Green	ES	8	77,700	1500 Mississippi Avenue, S.E.
25	Hendley	ES	8	73,200	425 Chesapeake Street, S.E.
26	Ketcham	ES	8	88,300	1919 15th Street, S.E.
27	King, M.L.	ES	8	65,500	3200 6th Street, S.E.
28	Leckie	ES	8	65,000	4200 Martin Luther King Ave., S.E.
29	Malcolm X	ES	8	110,800	1351 Alabama Avenue, S.E.
30	Orr	ES	8	75,900	2200 Minnesota Ave., S.E.
31	Patterson	ES	8	78,300	4300 South Capitol Street, S.W.
32	Simon	ES	8	66,200	401 Mississippi Avenue, S.E.
33	Stanton	ES	8	83,800	2701 Naylor Road, S.E.
34	Terrell, M.C.	ES	8	112,000	3301 Wheeler Road, S.E.
35	Wilkinson	ES	8	144,900	2330 Pomeroy Road, S.E.
36	Johnson	JHS	8	283,600	1400 Bruce Place, S.E.
37	Hart	MS	8	210,700	601 Mississippi Avenue, S.E.
38	Kramer	MS	8	154,000	1700 Q Street, S.E.
39	Anacostia	SHS	8	247,900	1601 16th Street, S.E.
40	Ballou	SHS	8	271,300	3401 4th Street, S.E.
			Total:	4,402,708	

Attachment B

[Contractor's Letterhead]

[Insert Date]

District of Columbia Office of Public Education Facilities Modernization
2400 East Capitol Street, SE
Washington, D.C. 20003

Att'n: Mr. Allen Y. Lew
Executive Director

Reference: Request for Proposals
HVAC Chemical Treatment Services

Dear Mr. Lew:

On behalf of [insert name of bidder] (the "Offeror"), I am pleased to submit this proposal in response to the Office of Public Education Facilities Modernization's (the "Office" or "OPEFM") Request for Proposals (the "RFP") to provide On-Call Maintenance and Repair Services at various District of Columbia Public School ("DCPS") facilities. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and the lump sum Maintenance Fee (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the lump sum Maintenance Fee are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The lump sum Maintenance Fee is:

Group 1	\$ _____
Group 2	\$ _____
Group 3	\$ _____

The Offeror acknowledges and understands that the lump sum Maintenance Fee is a firm, fixed price to cover all management, supervision and overhead costs associated with managing the work as described in the RFP. The Contractor will be reimbursed at cost for the cost of insurance and bonds as well as the cost of work.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.

2. Assuming the Offeror is selected by the Office and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Office on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE OFFICE TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE OFFICE WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____

Name: _____

Its: _____

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Office of Public Education Facilities Modernization

Allen Y. Lew	Executive Director
Warren Graves	Chief of Staff
Bert Molina	Chief Financial Officer
Scott Burrell	General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

C. Brailsford & Dunlavey
McKissack & McKissack

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present

business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT D

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE**



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current	Not Applicable
District: Sales and Use	()	()	()
Employer Withholding	()	()	()
Ball Park Fee	()	()	()
Corporation Franchise	()	()	()
Unincorporated Franchise	()	()	()
Personal Property	()	()	()
Real Property	()	()	()
Individual Income	()	()	()

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

Signature of Authorizing Agent

Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____ Month and Year

Notary Public: _____

My Commission Expires: _____

GENERAL DECISION: **DC20080003** 07/25/2008 DC3

Date: July 25, 2008

General Decision Number: **DC20080003** 07/25/2008

Superseded General Decision Number: DC20070003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	04/18/2008
2	05/02/2008
3	05/09/2008
4	05/30/2008
5	06/06/2008
6	07/04/2008
7	07/18/2008
8	07/25/2008

ASBE0024-001 10/01/2007

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.88	13.88

ASBE0024-005 10/01/2007

	Rates	Fringes
Fire Stop Technician.....	\$ 22.95	6.39

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

* BRDC0001-001 05/04/2008

Rates	Fringes
-------	---------

Bricklayer.....\$ 26.20 6.77

CARP0132-006 05/01/2008

	Rates	Fringes
Carpenters (Including Drywall		
Hanging).....\$ 25.37		6.55
Piledriver.....\$ 23.87		7.10

ELEC0026-003 09/03/2007

	Rates	Fringes
Communication Technician.....\$ 23.15		3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEC0026-016 06/02/2008

	Rates	Fringes
Electricians (Excluding		
Communication-Low Voltage		
Wiring).....\$ 35.55		11.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

ENGI0077-009 05/01/2008

	Rates	Fringes										
Power equipment operators:												
Boom Trucks.....\$ 27.57		7.17+a										
Cranes (35 tons and above).. <td>28.74</td> <td></td> <td>7.17+a</td>	28.74		7.17+a	Cranes (under 35 tons).....\$ 28.28		7.17+a	Forklifts.....\$ 21.00		7.17+a	Piledrivers.....\$ 28.28		7.17+a
Cranes (under 35 tons).....\$ 28.28		7.17+a										
Forklifts.....\$ 21.00		7.17+a										
Piledrivers.....\$ 28.28		7.17+a										

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-001 06/01/2008

	Rates	Fringes
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Ironworkers:

Structural, Ornamental and Chain Link Fence.....	\$ 27.83	12.595
--	----------	--------

IRON0201-003 05/01/2008

	Rates	Fringes
--	-------	---------

Ironworker (Reinforcing).....	\$ 26.15	12.08
-------------------------------	----------	-------

LABO0657-001 06/01/2008

	Rates	Fringes
--	-------	---------

Laborer:Skilled.....	\$ 19.57	4.68
----------------------	----------	------

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0657-002 06/01/2008

	Rates	Fringes
--	-------	---------

Laborers:

Mason Tenders, Brick.....	\$ 14.65	4.68
Mortarmen, Scaffold Builders.....	\$ 15.45	4.68

* MARB0002-002 05/01/2008

	Rates	Fringes
Marble & Stone Mason.....	\$ 32.00	12.07

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of exisiting masonry, brick, stone and cement (restoration work)

* MARB0003-001 05/01/2008

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..	\$ 25.01	8.82
Terrazzo Worker.....	\$ 25.76	8.82

* MARB0003-004 05/01/2008

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.15	7.97

PAIN0051-004 06/01/2008

	Rates	Fringes
Glaziers		
Contracts \$2 million and under.....	\$ 25.12	7.46
Contracts over \$2 million...	\$ 27.84	7.46

PAIN0051-010 06/01/2008

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finisher.....	\$ 24.31	7.56

PLAS0891-003 05/01/2007

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 26.15	6.01

PLUM0005-007 10/21/2007

	Rates	Fringes
Plumbers		
Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water		

coolers, room air
conditioning units,
appliances, packaged ice
machines and light
commerical refrigeration
and/or air conditioning
systems serving a single
business in a single story
building and not to exceed
5. h.p. or tons, self-
contained package unit up
to including 5 h.p. or tons.\$ 21.54 8.33+a
ALL Other Work.....\$ 33.92 12.94+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day
and the day after Thanksgiving, Christmas Day, New Year's
Day, Martin Luther King's Birthday, Memorial Day and the
Fourth of July.

PLUM0602-006 11/01/2007

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....\$ 33.27		13.57+a

a. PAID HOLIDAYS:
New Year's Day, Martin Luther King's Birthday, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and the day after Thanksgiving Day and Christmas Day.

SFDC0669-001 04/01/2008

	Rates	Fringes
Sprinkler Fitters.....\$ 29.35		14.30

SHEE0100-002 07/01/2008

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....\$ 33.04		12.12

SUDC2000-001 04/12/2000

	Rates	Fringes
ASBESTOS ABATEMENT WORKER (Removal from Floors, Ceilings, Walls and Mechanical Systems).....\$ 10.60		
Laborer, Unskilled.....\$ 11.83		2.23

Pointer, caulker and cleaner
INCLUDES pointing,
caulking and cleaning of
existing masonry, brick,

stone and cement
structures (restoration
work); EXCLUDES pointing,
caulking and cleaning of
new or replacement
masonry, brick, stone and
cement.....\$ 20.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION